

TROY LAW, PLLC
John Troy (JT 0481)
41-25 Kissena Blvd., Suite 119
Flushing, NY 11355
Tel: (718) 762-1324

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Case No. 17-cv-00814

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PARANEE SARIKAPUTAR, and
PHOUVIENGSONE SYSOUVONG,
a/k/a TuktaPhouviengsone,
on behalf of themselves and others similarly situated
Plaintiffs,

v.

VERATIP CORP
d/b/a ThaiNY,
d/b/a M-Thai,
d/b/a Thai Rice and
d/b/a Tom Yum;
J AKIRA LLC
d/b/a ThaiNY,
d/b/a M-Thai,
d/b/a Thai Rice and
d/b/a Tom Yum;
THAINY RESTAURANT LLC
d/b/a ThaiNY,
d/b/a M-Thai,
d/b/a Thai Rice and
d/b/a Tom Yum;
NINETY-NINE PLUS CORP
d/b/a ThaiNY,
d/b/a M-Thai,
d/b/a Thai Rice and
d/b/a Tom Yum;
9999 MIDTOWN CORP
d/b/a ThaiNY,
d/b/a M-Thai,
d/b/a Thai Rice and
d/b/a Tom Yum;
PERAPONG CHOTIMANENOPHAN
a/k/a Peter Chotimanenophan;
MICHAEL P BRONSTEIN and
CHARDENPONG OONAPANYO,

Defendants.

**DECLARATION OF
PHOUVIENGSONE
SYSOUVONG a/k/a
TuktaPhouviengsone IN
SUPPORT OF PLAINTIFFS'
MOTION FOR
CONDITIONAL
COLLECTIVE
CERTIFICATION**

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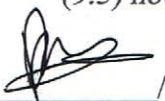
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06/26/2018
Date

I, PHOUVIENGSONE SYSOUVONG, being duly sworn and under penalty of perjury, deposes and states as follows:

1. I am a resident of Laos, currently residing in Laos, and I am over 18 years of age.
2. I have personal knowledge of the matters stated below.
3. From on or about September 08, 2014 to July 31, 2015, I worked as a cook appetizer for ThaiNY, M-Thai, Tom Yum, and Thai Rice (as detailed below).
4. During the entirety of this time, each week, one of the owners, PERAPONG CHOTIMANENOPHAN a/k/a Peter Chotimanenophan, together with the Manager would issue me and other restaurant employees the work schedule of the week.
5. During the entirety of this time, I was never informed of my hourly rate or what my hourly rate would be if I worked more than forty (40) hours each week, whether verbally or in writing, whether in English or in Thai.
6. During the entirety of this time, I also never received any paystub, whether at the time when I received pay nor any time afterwards.
7. During the entirety of this time, whenever there was a day in which my start time and my end time spanned over ten (10) hours, I was never paid an extra hour of pay.
8. Instead, I received a flat weekly pay during the entirety of this time.
9. From on or about September 8, 2014 to October 19, 2014, I worked for ThaiNY at 394 Third Avenue, New York, NY 10016 and M-Thai at 232 8th Avenue, New York, NY 10011.
10. During this time, my regular work schedule ran from:
 - a. 11:00 to 22:30, with break from 15:00 to 17:00 outside for nine and a half (9.5) hours a day on Monday, Tuesday, Wednesday, Friday, and Saturday for five (5)

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days and forty seven and a half (47.5) hours a week.

11. During this time, I worked for three (3) days for ThaiNY and for two (2) days at M-Thai.

12. Specifically, I worked on Mondays, Tuesdays and Wednesdays at ThaiNY, and Fridays and Saturdays at M-Thai.

13. I did not receive my pay for my first week while working at M-Thai. That is equal to two (2) days of work.

14. This two (2) day wage is held and I was never paid for that two (2) days of work.

15. During this time, I received five hundred and seventy five dollars (\$575) in cash every week.

16. I would be paid each week and receive cash in a single envelope on Mondays at ThaiNY for my five (5) days of work at both M-Thai and ThaiNY.

17. Subsequently, from on or about October 20, 2014 to November 9, 2014, I worked for Tom Yum at 200 8th Avenue, New York, NY 10011.

18. During this time, I worked from:

a. 11:00 to 22:30, with no break, for eleven and a half (11.5) hours a day for six (6) days and sixty nine (69) hours a week.

19. During this time, I received six hundred ninety dollars (\$690) in cash every week.

20. From on or about November 10, 2014 to July 31, 2015, I worked for ThaiNY at 394 Third Avenue, New York, NY 10016 and Tom Yum at 200 8th Avenue, New York, NY 10011.

21. During this time, my regular work schedule ran from:

a. 11:00 to 22:30, with no break, for eleven and a half (11.5) hours a day for five (5)

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days and fifty seven and a half (57.5) hours a week, with Friday and Sundays off.

22. From on or about November 20, 2014 to February 19, 2015, I was paid a flat compensation of five hundred seventy five dollars (\$575) in cash every week.

23. From on or about February 20, 2015 to July 31, 2015, I was paid a flat compensation of six hundred dollars (\$600) in cash every week.

24. There were between two(2) and three (3) full time waitresses at any time while I worked at ThaiNY.

25. The full-time waiters from the work schedule I know also worked similar hours as I do, from 11:30 to 23:00, with break from 15:00-17:00 whether at M-Thai and ThaiNY, or both.

26. These waitresses were young, around twenty-some years old, and they would always talk together about the money that they received.

27. One day, while at the kitchen of ThaiNY, the waitresses conversed that they received six dollars (\$6) an hour.

28. This conversation occurred near the beginning of my work with ThaiNY, in the winter, in the kitchen of ThaiNY.

29. There were around twelve (12) to thirteen (13) individuals including deliverymen who worked for not only one ThaiNY, and M-Thai and later ThaiNY and Tom Yumat the same time.

30. I know this because I would work at ThaiNY and M-Thai at the same time from September 8, 2104 to October 19, 2014 and would see them work at both ThaiNY and M-Thai.

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31. I also know this because I would work at ThaiNY and Tom Yum at the same time and I would see them work at both ThaiNY and Tom Yum from November 10, 2014 to July 31, 2015.

32. The stores also share managers: for instance, Nini is both a manger of ThaiNY and M-Thai.

33. Amy is the manager of ThaiNY and M-Thai.

34. Arthie is the assistant of Amy, he also works at both ThaiNY and M-Thai.

35. Like me, for those individuals, the pay would be handed to them in an envelope at the beginning of each week.

36. At ThaiNY our pay day was Monday.

37. Though I worked for both ThaiNY and M-Thai, I would receive a single envelope from ThaiNY.

38. This is the same for any other worker who worked at ThaiNY and other restaurants owed by Defendants (M-Thai or Tom Yum), as everyone is paid on the Monday at ThaiNY.

39. I worked with around four (4) Spanish-speaking kitchen worker plus around one (1) Thai-speaking kitchen worker at both ThaiNY and M-Thai.

40. Of the four (4) Spanish-speaking individuals, one is known to me as "Dany."

41. I know "Dany" because we would work together in the kitchen.

42. Like me, "Dany" worked five days a week.

43. I know "Dany" works from 12:00 to 23:00 with break from 15:00 to 17:00 for Defendants because his work schedule is posted to the wall alongside every other restaurant employee which we would receive each week.

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44. The kitchen workers do not include the dishwasher and the food prep, who worked with me.

45. At M-Thai, the dishwasher is an elderly Spanish-speaking man, known to me as Angel.

46. I know that "Angel" works from 11:00 to 23:00 with break from 15:00-17:00 because his work schedule is posted to the wall alongside every other restaurant employee which we would receive each week.

47. I sincerely hope that this Court allows me to represent the interest of my co-workers in this action. These Defendants exploited me and my co-workers, and it is my hope that we will be permitted to recover wages that we are owed.

48. This document has been translated to me in my native language of Laos, and I fully comprehend the contents.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

June 26, 2018

Date



PHOUVIENGSONE SYSOUVONG

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06/26/2018

Date